Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Bell Atlantic TR-72565, as revised from time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Bell Atlantic TR-72570, as revised from time to time.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Bell Atlantic TR-72570, as revised from time to time.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Design Loop pursuant to Section 11.2.12.

11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met.

11.2.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.

11.2.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon

TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.

11.2.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of AT&T-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the AT&T-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.9 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575, as revised from time to time.

11.2.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to AT&T in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the Effective Date.

11.2.11 "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44.736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels. A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. DS-3 specifications are referenced in Verizon's TR 72575, as revised from time to time. Verizon shall provide AT&T with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

11.2.12 "Digital Designed Loops" are comprised of designed loops that meet specific AT&T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&T's option;

B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&T's option;

C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;

D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;

E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at AT&T's option;

F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

G) a 2W SDSL Loop with bridged tap(s) removed, at AT&T's option;

H) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&T's option.

Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.

11.2.12.1 Verizon shall make Digital Designed Loops available to AT&T at the rates as set forth in Exhibit A.

11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):

A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this

mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.

C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.

E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate

that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.12.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by AT&T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.

C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

11.2.12.4 If AT&T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&T cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.2.13 [Intentionally deleted]

11.2.14 Sub-Loop

To the extent required by Applicable Law, Verizon shall provide access to the unbundled Sub-Loop Network Element.

11.2.14.1 The unbundled Sub-Loop network element, as set forth in FCC Rule 51.319(a)(2), is any portion of the loop that is technically feasible to access at terminals in Verizon's outside plant, including inside wire as defined in FCC Rule 51.319(a)(2)(i). An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within ("Accessible Terminal Point").

11.2.14.2 Such Accessible Terminal Points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal (if the FDI is located in such remote terminal), and the feeder/distribution interface. The Accessible Terminal Point at a remote terminal may be the remote terminal equipment enclosure which includes controlled environment vaults, huts, cabinets and remote terminals in leased space in buildings not owned by Verizon.

11.2.14.3 [Intentionally Omitted]

11.2.14.4 [Intentionally Omitted]

11.2.14.5 Sub-Loop Element - Components and Functionality

11.2.14.5.1 The Sub-Loop Network Element shall include the following facilities:

a) Sub-Loop Distribution facility, as defined in Section 11.2.14.6

(b) Feeder Sub-Loop, as defined in Section 11.2.14.7

11.2.14.6 Unbundled Sub-Loop Distribution ("Sub-Loop Distribution") Facility

11.2.14.6.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&T with access to a Sub-Loop Distribution facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.14. A "Sub-Loop Distribution" facility means a two-wire or four-wire (two (2) pairs) metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such Rate Demarcation Point). Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to a Sub-Loop Distribution facility in accordance with, but only to the extent required by, Applicable Law.

11.2.14.6.2 AT&T may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide AT&T with access to a drop and NID that, at the time of AT&T's request, Verizon is using to provide service to a Customer. New drops will be installed in accordance with Verizon's standard procedures. In some cases, this may result in AT&T being responsible for the cost of installing the drop.

11.2.14.6.3 AT&T may obtain access to a Sub-Loop Distribution facility only at an FDI and only from a Telecommunications Carrier outside plant interconnection cabinet (a "TOPIC") or, if AT&T is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution facility is located in such terminal, from the collocation arrangement of AT&T at such terminal. To obtain access to a Sub-Loop Distribution facility, AT&T shall install a TOPIC on an easement or Right of Way obtained by AT&T within 100 feet of the Verizon FDI to which such Sub-Loop Distribution facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an AT&T TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by AT&T for any electronics in the TOPIC. AT&T shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

11.2.14.6.4 AT&T may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to AT&T, the following information regarding a Sub-Loop Distribution facility that serves an identified Customer: the Sub-Loop Distribution's length and gauge, whether the Sub-Loop Distribution has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution facility and the location of the FDI to which the Sub-Loop Distribution facility is connected.

11.2.14.6.5 To order access to a Sub-Loop Distribution facility, AT&T must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution facility is connected to an AT&T TOPIC. To make such a request, AT&T must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which AT&T wishes to access the Sub-Loop Distribution facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of AT&T's demand for access to Sub-Loop Distribution facilities at the requested FDI. AT&T must submit the application fee as determined by Verizon (a "Sub-Loop Distribution Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. AT&T must submit Sub-Loop Distribution Facility Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@BellAtlantic.com

11.2.14.6.6 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Application Fee for such application, Verizon shall provide to AT&T a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Interconnection Cost Statement").

11.2.14.6.7 AT&T shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Interconnection Cost Statement within sixty (60) days of AT&T's receipt of such statement and the associated Sub-Loop Distribution Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Interconnection Application shall be deemed to have been withdrawn if AT&T breaches its payment obligation under this Section 11.2.14.6.7. Upon Verizon's completion of the work that Verizon must perform to provide AT&T with access to a Sub-Loop Distribution facility, Verizon shall bill AT&T, and AT&T shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Interconnection Cost Statement for such access.

11.2.14.6.8 After Verizon has completed the installation of the interconnecting cable to an AT&T TOPIC and AT&T has paid the full cost of such installation, AT&T can request the cross connection of a Verizon Sub-Loop Distribution facility to the AT&T TOPIC. At the same time, AT&T shall advise Verizon of the services that AT&T plans to provide over the Sub-Loop Distribution facility, request any conditioning of the Sub-Loop Distribution facility and assign the pairs in the interconnecting cable. AT&T shall run any crosswires within the TOPIC.

11.2.14.6.9 If AT&T requests that Verizon reactivate an unused drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution facility to the AT&T dial tone or equivalent from the TOPIC. If AT&T requests that Verizon install a new drop and NID, then AT&T shall provide dial tone (or its DSL equivalent) on the AT&T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If AT&T requests that Verizon provide AT&T with access to a Sub-Loop Distribution facility that, at the

time of AT&T's request, Verizon is using to provide service to a Customer, then, after AT&T has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution facility using the "loop through" approach. On the due date, AT&T shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution facility and submit AT&T's long-term number portability request.

11.2.14.6.10 Verizon shall not provide access to a Sub-Loop Distribution facility if Verizon is using the loop of which the Sub-Loop Distribution facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

11.2.14.6.11 Verizon shall provide AT&T with access to a Sub-Loop Distribution facility in accordance with negotiated intervals.

11.2.14.6.12 Verizon shall repair and maintain a Sub-Loop Distribution facility at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T accepts responsibility for initial trouble isolation for Sub-Loop Distribution facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon.

11.2.14.6.13 Rates for Sub-Loop Distribution facilities shall be established in accordance with Section 11.11.1 of this Agreement.

11.2.14.6.14 To the extent required by Applicable Law, Verizon shall allow AT&T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance, with, and subject to, the rates, terms and conditions set forth in Section 13 of this Agreement.

11.2.14.7 Feeder Sub-Loop

11.2.14.7.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&T with access to a Feeder Sub-

Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.14. A Feeder Sub-Loop means a DS1- or DS3-transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a TOPIC (as such term is hereinafter defined) located within 100 feet of a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC.

11.2.14.7.2 AT&T may obtain access to a Feeder Sub-Loop only from an AT&T collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if AT&T has a collocation arrangement in such RTEE. Upon AT&T's request, Verizon will connect a Feeder Sub-Loop to an AT&T collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either an AT&T collocation arrangement in the Verizon RTEE that subtends such end office or an AT&T Telecommunications Carrier outside plant interconnection cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that AT&T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&T that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of an AT&T collocation arrangement and to an AT&T TOPIC by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. AT&T may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a TOPIC only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or TOPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or TOPIC or if such a facility is available but is in use between such office and RTEE or TOPIC, then Verizon shall construct such a facility upon request by AT&T and subject to Verizon's special construction terms, conditions and rates. A location must be fed by fiber to be eligible for a DS3 Unbundled Feeder Sub-loop Element (UFSE) services. Fiber Optic facilities will not be constructed to deliver a UFSE service.

11.2.14.7.3 AT&T shall run any crosswires within an AT&T physical collocation arrangement and an AT&T TOPIC and AT&T will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an AT&T collocation arrangement. AT&T shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and AT&T shall not bill Verizon, and Verizon shall not pay AT&T, for providing such power and space.

11.2.14.7.4 Verizon shall not be obligated to provide to AT&T any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If AT&T requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to AT&T in accordance with,

but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any.

11.2.14.7.5 Verizon shall provide AT&T with access to a Feeder Sub-Loop in accordance with negotiated intervals.

11.2.14.7.6 Verizon shall repair and maintain a Feeder Sub-Loop at the request of AT&T and subject to the time and material rates set forth in Exhibit A. AT&T may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. AT&T accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when an AT&T contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon.

11.2.14.7.7 Rates for Feeder Sub-Loop shall be established in accordance with Section 11.11.1 of this Agreement.

11.2.15 Dark Fiber.

11.2.15.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to AT&T access to unbundled Dark Fiber Loops (as such term is hereinafter defined) and to unbundled Dark Fiber IOF (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.11 and the rates set forth in Exhibit A. A "Dark Fiber Loop" means two continuous fiber optic strands (a pair) located within a Verizon fiber optic cable sheath between a Verizon end office and the premises of a Customer but that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A "Dark Fiber IOF" means two continuous fiber optic strands (a pair) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon central office and a AT&T central office, but, in either case, that are not connected to any equipment used or that can be used to transmit and receive telecommunications traffic. A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. When AT&T submits an order for a Dark Fiber Loop or a Dark Fiber IOF, such fiber may not conform to industry transmission standards, either the ones in effect when Verizon installed such fiber or the ones in effect at the time of such order. Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to Dark Fiber Loops

and Dark Fiber IOF in accordance with, but only to the extent required by, Applicable Law.

11.2.15.2 AT&T may access a Dark Fiber Loop or a Dark Fiber IOF only at a pre-existing hard termination point of such Dark Fiber Loop or Dark Fiber IOF, and AT&T may not access a Dark Fiber Loop or a Dark Fiber IOF at any other point, including, but not limited to, a splice point. AT&T may obtain access to Dark Fiber Loops and Dark Fiber IOF only in the following ways:

(i) Upon AT&T's request, Verizon will connect a Dark Fiber Loop to a AT&T collocation arrangement in the Verizon end office where the Dark Fiber Loop originates and to a demarcation point, including, but not limited to, an industry standard fiber distribution panel, in a building where a Customer is located and the Dark Fiber Loop terminates. Verizon shall connect a Dark Fiber Loop to the POT bay of an AT&T collocation arrangement by installing appropriate cross connections. A demarcation point shall be located in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon, and Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a jumper.

(ii) Upon AT&T's request, Verizon will connect a Dark Fiber IOF between two Verizon central offices to AT&T collocation arrangements in those offices and will connect a Dark Fiber IOF between a Verizon central office and a AT&T central office to a AT&T collocation arrangement in the Verizon central office and to the fiber distribution frame in the AT&T central office. Verizon shall connect a Dark Fiber IOF to the POT bay of a AT&T collocation arrangement and to the fiber distribution frame in a AT&T central office by installing appropriate cross connections. Verizon shall perform all work necessary to install a cross connection or a fiber jumper pair, including, but not limited to, the work necessary to connect a dark fiber pair to a demarcation point, a fiber distribution frame or a POT bay.

11.2.15.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide AT&T with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for AT&T, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may use Dark Fiber Loops and Dark Fiber IOF for maintenance purposes and/or to satisfy Customer orders for fiber related services. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a AT&T order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

11.2.15.4 Prior to ordering access to a Dark Fiber Loop or Dark Fiber IOF between two locations, AT&T shall make a request to Verizon that Verizon review its existing cable records to determine whether spare Dark Fiber Loop facilities or Dark Fiber IOF facilities (as the case may be) are available between those locations (such a request, a "Dark Fiber Inquiry Request"). If spare facilities are available, Verizon shall notify AT&T and provide AT&T with an estimate of the mileage of those facilities. AT&T cannot order access to spare facilities until Verizon has notified AT&T that the facilities are available, and Verizon does not guarantee or warrant that the facilities will be available when AT&T submits an order to Verizon for access to the facilities. When it submits an order to Verizon for access to spare facilities that Verizon has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available.

11.2.15.5 Upon request, and subject to time and material charges to be quoted by Verizon, Verizon shall provide to AT&T the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to AT&T subject to the agreement of AT&T, in writing, to treat the maps as confidential and to use them for preliminary design purposes only. AT&T acknowledges that fiber layout maps do not show whether or not spare fiber facilities are available. Verizon shall provide fiber layout maps to AT&T subject to a negotiated interval.

(ii) A field survey that shows the availability of dark fiber pairs between two Verizon central offices, a Verizon central office and a AT&T central office or a Verizon end office and the premises of a Customer, shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and AT&T submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order, and AT&T assumes all risk that the pair will not be available. Verizon shall perform a field survey subject to a negotiated interval. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges.

11.2.15.6 AT&T shall be solely responsible for: (a) determining whether or not the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF accommodate the requirements of AT&T; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to a Dark Fiber Loop or a Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power a Dark Fiber Loop or a Dark Fiber IOF to transmit telecommunications traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting AT&T's collocation arrangements with any proper cross connects that AT&T needs to access a Dark Fiber Loop or a Dark Fiber IOF before it submits an order for such access.

11.2.15.7 AT&T acknowledges that Verizon may have to splice the cable sheath of a Dark Fiber Loop or a Dark Fiber IOF to repair and maintain such sheath after AT&T has obtained access to such dark fiber, and AT&T assumes all risks associated with the creation of future splices on a Dark Fiber Loop or a Dark Fiber IOF. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on a Dark Fiber Loop or a Dark Fiber IOF. Verizon cannot guarantee that the transport rate of a Dark Fiber Loop or a Dark Fiber IOF shall remain constant over time.

11.2.15.8 Verizon shall provide AT&T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:

Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA.

Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF

11.2.15.9 Verizon shall not be obligated to make Dark Fiber Loops and Dark Fiber IOF conform to any industry standards. After AT&T has obtained access to a Dark Fiber Loop or a Dark Fiber IOF, Verizon may, at AT&T's request and subject to rates set forth in Exhibit A, try to modify the transmission characteristics of such dark fiber. The work shall include and be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of a Dark Fiber Loop or a Dark Fiber IOF to satisfy the transmission objectives of AT&T for such dark fiber.

11.2.15.10 Verizon shall repair and maintain a Dark Fiber Loop or a Dark Fiber IOF at the request of AT&T and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by AT&T over such dark fiber, any equipment of AT&T or anything other than the physical integrity of such dark fiber. AT&T shall cooperate with any Verizon effort to repair and maintain a Dark Fiber Loop or a Dark Fiber IOF. AT&T acknowledges that maintenance and repair of a Dark Fiber Loop or a Dark Fiber IOF or fiber optic strands located in the same cable sheath by Verizon may affect the transmission characteristics of such dark fiber. AT&T accepts responsibility for initial trouble isolation for Dark Fiber Loops and Dark Fiber IOF and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In

addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon.

11.2.15.11 The mileage necessary to calculate the per mile monthly recurring charges for a Dark Fiber IOF shall be equal to the airline distance between the two ends of such Dark Fiber IOF, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

11.2.16 House and Riser. As of the Effective Date of this Agreement, Verizon does not have House and Riser facilities that are subject to unbundling requirements under Applicable Law. In the event that Verizon acquires House and Riser facilities that are subject to unbundling requirements under Applicable Law, Verizon will provide access to such House and Riser facilities upon terms and conditions as mutually agreed to by the Parties.

11.2.17 Line Sharing. To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by AT&T on that Loop must not significantly degrade the performance of other services provided on that Loop.

11.2.17.1 Verizon shall make Line Sharing available to AT&T at the rates set forth in Exhibit A. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by AT&T and not covered

by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.

11.2.17.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.

(ii) AT&T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by AT&T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered by the Commission.

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in

paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days.

(vii) AT&T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types.

11.2.17.3 To the extent required by Applicable Law, AT&T shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, AT&T must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by AT&T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. AT&T's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.

11.2.17.4 AT&T may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&T is also

responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.

Splitter Option 1: Splitter in AT&T Collocation Area

In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.

In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial

Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Collocation intervals as stated in Verizon's applicable Tariff shall apply.

11.2.17.5 In serving End Offices where a POT Bay has been employed for use, AT&T will have the following options for testing shared Loops:

11.2.17.5.1 Under Splitter Option 1, AT&T may conduct its own physical tests of the shared Loop from AT&T's collocation area. If it chooses to do so, AT&T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test ("MLT"). Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional AT&T-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

11.2.17.5.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by AT&T may install an AT&T-provided test head to enable AT&T to conduct remote physical tests of the shared Loop. This optional AT&T-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The AT&T-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the AT&T-provided test head, and will direct all required activity.

11.2.17.5.3 Under either Splitter Option 1 or 2, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to

AT&T during normal trouble isolation procedures in accordance with reasonable procedures.

11.2.17.5.4 Under either Splitter Option 1 or 2, Verizon will make MLT access available to AT&T via RETAS after the service order has been completed. AT&T will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.

11.2.17.6 In those serving End Offices where Verizon has not employed a POT Bay for use, AT&T will not be permitted to supply its own test head; Verizon will make its testing system available to AT&T through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.

11.2.17.7 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and AT&T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

11.2.17.8 Verizon and AT&T each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. AT&T will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&T will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

11.2.17.9 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with AT&T's Advanced Services. Verizon will not repair any CPE equipment provided by AT&T. Before a trouble ticket is issued to Verizon, AT&T shall validate whether the Verizon Customer is experiencing a trouble that arises from AT&T's Advanced Service. If the

problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

11.2.17.9.1 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from AT&T's Advanced Services equipment, splitter problems, or AT&T's activities, Verizon will:

a) Notify AT&T and request that AT&T immediately test the trouble on AT&T's Advanced Service.

b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and AT&T has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is AT&T's data service.

c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the AT&T-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is AT&T's data service.

d) Upon notification from AT&T that the malfunction in AT&T's Advanced Service has been cleared, Verizon will restore AT&T's Advanced Service by restoring the splitter on the Customer's Loop.

e) Upon completion of the above steps, AT&T will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was AT&T's data service.

f) Verizon shall not be liable for damages of any kind for temporary disruptions to AT&T's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.6 shall control in such instances.

11.2.18 Line Splitting

11.2.18.1 AT&T may provide integrated voice and data services over the same Loop by engaging in Line Splitting as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability immediately, AT&T may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. AT&T or its data partner shall

provide any splitters used in a Line Splitting configuration. Verizon will provide to AT&T any service agreed to by the parties as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences. Verizon will make a good faith effort to have such offerings and procedures available at the same time as in New York, but no later than the Effective Date of this Agreement. Verizon shall make Line Splitting available to AT&T at the rates and charges set forth in Exhibit A for the applicable elements and/or components. Such rates and charges may include, among others, those set forth in Section 11.2.17.1 hereof, as well as those rates and charges for unbundled switching, loops and transport.

11.3 Network Interface Device

11.3.1 Subject to the conditions set forth in Section 11.7 and at AT&T's request, Verizon shall permit AT&T to connect a AT&T Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 11.3, or at any other technically feasible point, if any, as required by Applicable Law and, in such case, pursuant to Section 11.8 and Exhibit B. AT&T may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining AT&T NID deployed by AT&T or, if an entrance module is available in the Verizon NID, by connecting a AT&T Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. Verizon shall not be responsible for resolving any conflicts between AT&T and third party service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall AT&T access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

11.3.3 In no case shall AT&T access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire continues to be used in the provision of Telecommunications Service by Verizon to that Customer.

11.3.4 In no case shall AT&T remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

11.3.5 In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

11.3.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When AT&T is connecting an AT&T-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, AT&T does not need to submit a request to Verizon and Verizon shall not charge AT&T for access to the Verizon NID. In such instances, AT&T shall comply with the provisions of Sections 11.3.2 through 11.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 11.3.7.1 of this Agreement.

11.3.7.1 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), AT&T may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., AT&T or AT&T's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the Verizon NID and connect that wire to AT&T's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, AT&T may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(c) AT&T may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. AT&T, its agent, the building owner or the Customer). If AT&T accesses the Customer's Inside Wire as described in this Section 11.3.7.1(c), time and materials charges will be billed to the requesting party (i.e. AT&T, its agent, the building owner or the Customer).

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, Verizon shall make available to AT&T the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law at the rates set forth in Exhibit A.

11.4.1 Local Switching

11.4.1.1 The unbundled local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus all the features, functions, and capabilities of the switch. Without limiting the foregoing, it consists of the following:

(a) line-side Port which includes connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance;

(b) line and line group features which includes all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers;

(c) usage which includes the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks; and

(d) trunk features which include the connection between the trunk termination and a trunk card.

11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes, in accordance with the charges set forth in Exhibit A.

11.4.1.3 AT&T may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order, as such charges are set forth in Exhibit A. AT&T may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. In calculating the applicable prices developed pursuant to the Network Element Bona Fide Request process set forth in Exhibit B, Verizon shall not include in such prices any amount for Right To Use (RTU) fees in those instances where such RTU fees have already been included as a cost element in the rate approved by the Commission for such unbundled Local Switching element. In the case of any dispute with respect to the Network Element Bona Fide Request process under this Section 11.4.1.3, the Parties shall resolve such dispute pursuant to the terms set forth in Section 28.11 hereof.

11.4.1.4 Prior to submitting any order for unbundled Local Switching (as an unbundled network element or in combination with other unbundled network elements), AT&T shall complete the Network Design Request ("NDR") process. Pursuant to the NDR process, Verizon shall provide standardized routing (standardized blocking and office dialing plans) of AT&T Customer traffic in conjunction with the provision of unbundled Local Switching. In addition to standardized routing, AT&T may select, as part of the NDR process, to route OS/DA traffic to an alternate OS/DA platform at the rates stated in Exhibit A. If AT&T desires other customized routing options, AT&T may submit a Bona Fide Request as provided in Exhibit B. AT&T may also request unbranding/re-branding of OS/DA calls. The rates for unbranding/re-branding stated in Exhibit A shall apply.

11.4.1.5 Exception to BA's Obligation to Provide Unbundled Local Switching

11.4.1.5.1 Notwithstanding any other provision in section 11.4.1 above, BA shall not be required to provide unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), provided that BA complies with the requirements of 47 C.F.R. §51.319(c)(2), as may be amended from time to time.

11.4.1.5.2 In the event BA elects, in conjunction with its efforts to seek in-region long distance relief in Virginia, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §319(c)(2), BA agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede those rates associated with unbundled Local Switching set forth in Exhibit A. If the Parties are unable to agree on such rates within thirty (30) calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.

11.4.1.5.3 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for BA to provision unbundled Local Switching (either alone or in combination with other unbundled Network Elements) to such Exempt End User and either Party discovers that BA has so provided service, BA may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify BA of any orders submitted by AT&T to provision unbundled Local Switching to an Exempt End User.

11.4.1.5.4 Nothing in this Section 11.4.1.8 shall be construed to limit in any manner BA's obligation to provide unbundled Shared Transport.

11.4.1.5.5 Nothing herein shall preclude AT&T from using its own or third party facilities or BA Resold Services to provide services, in any quantity, to a Customer.

11.4.1.5.6 Nothing herein shall be deemed to relieve BA of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.

11.4.2 Tandem Switching

11.4.2.1 The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a BA access Tandem for the purpose of routing a call or calls.

11.4.3 Packet Switching

11.4.3.1 The Packet Switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

(i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops, and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

11.4.3.2 To the extent required by Applicable Law (including without limitation FCC Rule 51.319 (c)(5) as amended from time to time) and subject to the conditions set forth in Section 11.7, Verizon shall provide access to unbundled Packet Switching capability only where each of the following conditions are satisfied:

(i) Verizon has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section, (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting xDSL services AT&T seeks to offer;

(iii) Verizon has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has AT&T obtained a virtual collocation arrangement at these subloop interconnection points; and

(iv) Verizon (the ILEC) has deployed packet switching capability for its own use.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at AT&T's request, Verizon shall provide AT&T with interoffice transmission facilities unbundled from other Network Elements as provided below, at the rates set forth in Exhibit A as amended from time to time and in accordance with Section 20.

11.5.1 Shared Transport

11.5.1.1 Verizon shall provide Shared Transport in accordance with but only to the extent required by Applicable Law (including, without limitation, as set forth in FCC Rule 51.319(d)); provided, however, that Verizon shall offer unbundled Shared Transport only to the extent that AT&T also purchases unbundled local switching capability from Verizon in accordance with Section 11.4 of this Agreement.

11.5.2 Dedicated Transport

11.5.2.1 To the extent required by Applicable Law, Verizon shall provide Dedicated Transport as defined in FCC Rule 51.319(d)(1)(i) and as required in FCC Rule 51.319(d)(2). To the extent required by Applicable Law, Verizon shall provide access to Digital Cross-Connect System (DCS) functionality as an option of Dedicated Transport.

11.5.2.2 Upon written request by AT&T, the Parties will negotiate terms and conditions, including but not limited to additional rates, for the diverse routing of Dedicated Transport facilities.

11.5A Call Related Databases and AIN

11.5A.1 Verizon shall provide access to call related databases to the extent required by Applicable Law, including but not limited to, FCC Rule 51.319(e). Verizon shall provide such access in accordance with Section 17 of this Agreement. Call related databases include, but are not limited to: Line Information Database, Calling Name Database, Toll Free Number Database, and Advanced Intelligent Network Databases.

11.5A.2 [Intentionally deleted].

11.5A.3 [Intentionally deleted]

11.5A.4 Line Information Data Base (LIDB)

11.5A.4.1 Verizon shall permit AT&T access to the validation data in the Verizon LIDB database for use in AT&T's provision of local exchange services. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon store its calling card, toll billing exception and payphone number validation data in the Verizon LIDB database pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.4.2 Upon reasonable request by AT&T, Verizon shall provide AT&T with a list of the end user data which AT&T is required to provide in order to support toll billing exception and calling card validation.

11.5A.5 Calling Name Database

11.5A.5.1 Verizon shall permit AT&T to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line

number for delivery to AT&T's local exchange customers. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon provide CNAM database storage and validation services pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.6 Toll Free Number Database

11.5A.6.1 Verizon shall provide access to Verizon's toll free number database to allow AT&T to transmit a query to determine the carrier selection and other routing instructions (e.g., POTS translation, time of day, day of week, originating call number).

11.5A.7 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

11.5A.7.1 Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Such access may be from AT&T's switch or Verizon's unbundled Local Switching element. SCE/SMS AIN access shall provide AT&T the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP consistent with the way Verizon creates and deploys such applications. Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. The Verizon SCE/SMS shall allow for multi-user access by AT&T personnel. AIN service applications and process flow design developed in the SCE by an AT&T service designer/creator to provide AIN based services will be provided to AT&T. Verizon shall provide management and other logical security functions. When AT&T selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data) and shall allow AT&T to transfer data forms and/or tables to the Verizon SCP via the ILEC SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below and Schedule 11 of this Agreement, Verizon shall provide AT&T with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as practicable. All such transactions shall be submitted by AT&T through such electronic interfaces unless otherwise agreed to by the Parties.

11.6.1 Operator Service and Directory Assistance Service

11.6.1.1 To the extent required by Applicable Law and pursuant to FCC Rule 51.319(f), Verizon shall provide nondiscriminatory access to Operator Services and Directory Assistance on an unbundled basis to AT&T for the provision of a Telecommunications Service only where Verizon does not provide, upon request by AT&T, customized routing or a compatible signaling protocol of OS/DA.

Operator Services ("OS") are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance ("DA") is a service that allows subscribers to retrieve telephone numbers of other subscribers.

11.7 Limitations on Unbundled Access

11.7.1 Notwithstanding any other provision of this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis or a Combination to AT&T, the terms, conditions and prices for such Network Element or Combination (including, but not limited to, the terms and conditions defining the Network Element or Combination and stating when and where the Network Element or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon (a "Verizon UNE Tariff") or, in the absence of such a Tariff, as mutually agreed to by the Parties pursuant to Section 27.4 hereof.

11.7.2 Without limiting Verizon's rights pursuant to Applicable Law or this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to AT&T. If Verizon terminates its provision of a Network Element or a Combination to AT&T pursuant to this Section 11.7.2 and AT&T elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with AT&T to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of AT&T; and, (b) AT&T shall pay all applicable charges for such services.

11.7.3 Nothing contained in this Agreement shall be deemed to constitute an admission by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority related to, concerning or that may affect a Party's rights or obligations under this Agreement or under Applicable Law.

11.7.4 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no

obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

11.7.5 Except as otherwise expressly stated in this Agreement, AT&T shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements and Combinations specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to AT&T's Collocation node by means of a Cross Connection.

11.7.6 Verizon shall provide AT&T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). AT&T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.

11.7.7 If as the result of AT&T Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the AT&T Customer premises, AT&T will be assessed the applicable non-recurring charge associated with this visit, as specified in Exhibit A.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Verizon shall, upon request of AT&T and to the extent required by Applicable Law, provide to AT&T access to its Network Elements on an unbundled basis for the provision of AT&T's Telecommunications Service. Any request by AT&T for access to a Verizon Network Element not provided pursuant to this Agreement or pursuant to another interconnection agreement in accordance with the terms and conditions of Section 28.13 hereof shall be treated as a Network Element Bona Fide Request.

11.8.2 A Network Element obtained by AT&T from Verizon under this Section 11.8 may be used in combination with the facilities of AT&T only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Section 11.8 except as required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to AT&T.

11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.

11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including, without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; and

(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and AT&T will reschedule and Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (*e.g.* overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair, and Verizon shall respond to such trouble ticket in a manner consistent with Section 9 (including communicating with AT&T as appropriate).

11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.

11.10 Maintenance of Unbundled Network Elements

If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then AT&T shall pay Verizon a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. AT&T accepts responsibility for initial trouble isolation and

providing Verizon with appropriate dispatch information based on its test results. If, as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. Verizon agrees to respond to AT&T trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly initiated Telecommunications Carrier.

11.10.1 Verizon shall provide AT&T access to the mechanized loop test ("MLT"), where such capability is available, for maintenance and repair of the UNE-Platform. Where access to MLT is not available for UNE-Platform, Verizon shall perform such testing at AT&T's request, and supply the test results to AT&T.

11.11 Rates

Verizon shall charge, and AT&T shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.7:

11.11.1 Verizon shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). AT&T acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that Verizon is developing the Rates and Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify AT&T in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill AT&T, and AT&T shall pay to Verizon, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 20.2 of this Agreement. Any notice provided by Verizon to AT&T pursuant to this Section 11.11.1 shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to AT&T and thereafter.

11.11.2 To the extent Verizon is required by Applicable Law to provide Packet Switching capability to AT&T, Verizon shall provide access to Packet Switching capability subject to charges based on rates and/or rate structures that are consistent with Applicable Law ("Packet Switching Rates"). AT&T acknowledges that the Packet Switching Rates are not set forth in Exhibit A as of the Effective Date. At such time that Verizon is required to provide access to Packet Switching capability, Verizon shall develop Packet Switching Rates and shall notify AT&T in writing of such

Rates in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill AT&T, and AT&T shall pay to Verizon, for Packet Switching capability provided under this Agreement in accordance with such Rates. Any notice provided by Verizon to AT&T pursuant to this Section 11.11.2 shall be deemed to be a part of Exhibit A immediately after Verizon sends such notice to AT&T and thereafter.

11.12 Combinations

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including, those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to AT&T, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.

11.12.1 UNE Platform ("UNE-P") is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with AT&T's access of UNE-P as defined herein.

11.12.1.1 Subject to the conditions set forth in Section 11.7 and this Section 11.12, AT&T may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in Exhibit B (Network Element Bona Fide Request Process):

(i) **Migration** – The transfer of existing retail business or residence service of a Verizon Customer to the already combined UNEs that comprise the underlying retail service.

(ii) **New** – The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.

11.12.2 Enhanced Extended Link ("EEL") consists of a combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing if required.

11.12.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require AT&T to collocate. The Extended Dedicated Trunk Port is dedicated to the use of AT&T in its provisioning of local exchange and associated exchange access service.

11.12.4 Subject to Sections 11.11.1 and 11.11.2, charges, if any, for the conversion of an existing service to Network Elements (including Combinations) and/or the establishment of new UNE-P Combinations shall be as specified in Exhibit A.

11.13 Replacement of Services with Unbundled Network Elements

11.13.1 To the extent required by Applicable Law, Verizon shall permit AT&T to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.

11.13.2 When an existing special access service employed by AT&T is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.

11.13.3 AT&T may request the conversion of an existing eligible special access service to an EEL by submitting a written electronic notice pursuant to the conversion guidelines as published by Verizon in electronic form on its Wholesale Services web site. Conversion guidelines, sample certification forms and the data template for the circuit information required to process conversion requests are also published by Verizon in electronic form on its Wholesale Services web site. The conversion circuit data template published and made available by Verizon in electronic form must be populated and submitted by AT&T to Verizon when initiating a conversion request. AT&T shall not be required to submit Local Service Requests for conversion of eligible special access services to EELs. To the extent technically feasible, Verizon shall facilitate all conversions requested by AT&T without disruption of service and as described in Section 11.13.2.

11.13.4 Verizon agrees that with respect to all conversions of eligible special access services to EELs, the conversion order shall have an effective bill date of the first day of the calendar month following Verizon's receipt of written electronic notice of such valid request. Recurring charges set forth in Exhibit A of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply as of such date. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in Exhibit A. Verizon shall bill AT&T pro rata for the special access service being converted through the day prior to the effective bill date of the conversion.

11.14 Cooperative Testing

11.14.1 Pursuant to methods and procedures developed as part of the DSL Provisioning Process in New York, at AT&T's request, AT&T and Verizon shall perform cooperative testing of DSL-capable Loops.